

13-01-31 19:44 FROM Bass & Associates

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T-330 P0002/0012 F-900

1027 (01/01/2012)(12/09)

UNITED STATES BANKRUPTCY COURT

Southern District of Texas

In re Nicole Martin

Debtor

Case No. 12-38672

Chapter 7

REAFFIRMATION AGREEMENT COVER SHEET

This form must be completed in its entirety and filed, with the reaffirmation agreement attached, within the time set under Rule 4008. It may be filed by any party to the reaffirmation agreement.

1. Creditor's Name: CAPITAL ONE, N.A. - BEST BUY CO., INC.
2. Amount of the debt subject to this reaffirmation agreement:
\$ 1,419.90 on the date of bankruptcy \$ 1,419.90 to be paid under reaffirmation agreement
3. Annual percentage rate of interest: 0 % prior to bankruptcy
0 % under reaffirmation agreement (Fixed Rate Adjustable Rate)
4. Repayment terms (if fixed rate): \$.50.00 per month for 20 months
5. Collateral, if any, securing the debt: Current market value: \$ 1,419.90
Description: SONY SHELFSYSTEM, IPOD, LAPTOP, WASH/DRYR.
6. Does the creditor assert that the debt is nondischargeable? Yes No
(If yes, attach a declaration setting forth the nature of the debt and basis for the contention that the debt is nondischargeable.)

Debtor's Schedule I and J EntriesDebtor's Income and Expenses
as Stated on Reaffirmation Agreement

7A. Total monthly income from \$ <u>6,284.30</u> Schedule I, line 16	7B. Monthly income from all \$ <u>6,284.30</u> sources after payroll deductions
8A. Total monthly expenses \$ <u>6,283.58</u> from Schedule J, line 18	8B. Monthly expenses \$ <u>6,283.58</u>
9A. Total monthly payments on \$ <u>50.00</u> reaffirmed debts not listed on Schedule J	9B. Total monthly payments on \$ <u>50.00</u> reaffirmed debts not included in monthly expenses
10B. Net monthly income \$ <u><49.28></u> (Subtract sum of lines 8B and 9B from line 7B. If total is less than zero, put the number in brackets.)	

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11. Explain with specificity any difference between the income amounts (7A and 7B):

N/A

12. Explain with specificity any difference between the expense amounts (8A and 8B):

N/A

If line 11 or 12 is completed, the undersigned debtor, and joint debtor if applicable, certifies that any explanation contained on those lines is true and correct.

N/A

Signature of Debtor (only required if line 11 or 12 is completed)

Signature of Joint Debtor (if applicable, and only required if line 11 or 12 is completed)

Other Information

Check this box if the total on line 10B is less than zero. If that number is less than zero, a presumption of undue hardship arises (unless the creditor is a credit union) and you must explain with specificity the sources of funds available to the Debtor to make the monthly payments on the reaffirmed debt:

Debtor will make necessary adjustments to the budget in order to meet this hardship.
Was debtor represented by counsel during the course of negotiating this reaffirmation agreement?

 Yes No

If debtor was represented by counsel during the course of negotiating this reaffirmation agreement, has counsel executed a certification (affidavit or declaration) in support of the reaffirmation agreement?

 Yes NoFILER'S CERTIFICATION

I hereby certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this Reaffirmation Agreement Cover Sheet.


Signature
Jennifer Porsley
Print type name or write in legible characters

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(1240A (Form B240A) (04/10))

Check one.

 Presumption of Undue Hardship No Presumption of Undue Hardship

See Debtor's Statement in Support of Reaffirmation, Part II below, to determine which box to check.

UNITED STATES BANKRUPTCY COURT

Southern District of Texas

In re Nicole Martin
Debtor

Case No. 12-38672

Chapter 7

REAFFIRMATION DOCUMENTS

Name of Creditor: CAPITAL ONE, N.A., JUSTBUY CO., INC. Check this box if Creditor is a Credit Union

PART I. REAFFIRMATION AGREEMENT

Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions, and definitions found in Part V of this form.

A. Brief description of the original agreement being reaffirmed: Secured revolving account
For example, auto loan

B. AMOUNT REAFFIRMED: \$ 1419.90

The Amount Reaffirmed is the entire amount that you are agreeing to pay. This may include unpaid principal, interest, and fees and costs (if any) arising on or before 1/31/13, which is the date of the Disclosure Statement portion of this form (Part V).

See the definition of "Amount Reaffirmed" in Part V, Section C below.

C. The ANNUAL PERCENTAGE RATE applicable to the Amount Reaffirmed is 0 %.

See definition of "Annual Percentage Rate" in Part V, Section C below.

This is a (check one)

Fixed rate

Variable rate

If the loan has a variable rate, the future interest rate may increase or decrease from the Annual Percentage Rate disclosed here.

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B240A, Reaffirmation Documents

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D. Reaffirmation Agreement Repayment Terms (check and complete one):

 \$ 50.00 per month for 29 months starting on 4/20/13. Describe repayment terms, including whether future payment amount(s) may be different from the initial payment amount.

E. Describe the collateral, if any, securing the debt:

Description: SONY STEREO SYSTEM, IPOD, LAPTOP, WSHR/DRYR
 Current Market Value \$ 1419.90

F. Did the debt that is being reaffirmed arise from the purchase of the collateral described above? (1419.90)

 Yes. What was the purchase price for the collateral? \$ _____ No. What was the amount of the original loan? \$ _____

G. Specify the changes made by this Reaffirmation Agreement to the most recent credit terms on the reaffirmed debt and any related agreement:

	Terms as of the Date of Bankruptcy	Terms After Reaffirmation
Balance due (including fees and costs)	\$ 1,419.90	\$ 1419.90
Annual Percentage Rate	%	%
Monthly Payment	\$ _____	\$ 50.00

H. Check this box if the creditor is agreeing to provide you with additional future credit in connection with this Reaffirmation Agreement. Describe the credit limit, the Annual Percentage Rate that applies to future credit and any other terms on future purchases and advances using such credit:

PART II. DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT

A. Were you represented by an attorney during the course of negotiating this agreement?

Check one. Yes No

B. Is the creditor a credit union?

Check one. Yes No

C. If your answer to BOTH question A. or B. above is "No," complete 1. and 2. below.

1. Your present monthly income and expenses are:

a. Monthly income from all sources after payroll deductions (take-home pay plus any other income) \$ 6,284.30

b. Monthly expenses (including all reaffirmed debts except this one) \$ 6,263.58

c. Amount available to pay this reaffirmed debt (subtract b. from a.) \$ 149.28

d. Amount of monthly payment required for this reaffirmed debt \$ 50.00

If the monthly payment on this reaffirmed debt (line d.) is greater than the amount you have available to pay this reaffirmed debt (line c.), you must check the box at the top of page one that says "Presumption of Undue Hardship." Otherwise, you must check the box at the top of page one that says "No Presumption of Undue Hardship."

2. You believe that this reaffirmation agreement will not impose an undue hardship on you or your dependents because:

Check one of the two statements below, if applicable:

You can afford to make the payments on the reaffirmed debt because your monthly income is greater than your monthly expenses even after you include in your expenses the monthly payments on all debts you are reaffirming, including this one.

You can afford to make the payments on the reaffirmed debt even though your monthly income is less than your monthly expenses after you include in your expenses the monthly payments on all debts you are reaffirming, including this one, because:

Debtor will make necessary adjustments to live.

Use an additional page if needed for a full explanation.

D. If your answers to BOTH questions A. and B. above were "Yes," check the following statement, if applicable:

You believe this Reaffirmation Agreement is in your financial interest and you can afford to make the payments on the reaffirmed debt.

Also, check the box at the top of page one that says "No Presumption of Undue Hardship."

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B240A, Reaffirmation Documents

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PART III - CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES

I hereby certify that:

- (1) I agree to reaffirm the debt described above.
- (2) Before signing this Reaffirmation Agreement, I read the terms disclosed in this Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below;
- (3) The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is true and complete;
- (4) I am entering into this agreement voluntarily and am fully informed of my rights and responsibilities; and
- (5) I have received a copy of this completed and signed Reaffirmation Documents form.

SIGNATURE(S) (If this is a joint Reaffirmation Agreement, both debtors must sign.):

Date 2/19/13Signature Nicole Martin
DebtorDate 2/19/13Signature _____
Joint Debtor, if any

Reaffirmation Agreement Terms Accepted by Creditor:

Creditor CAPITAL ONE, N.A. - BEST BUY CO., INC.PO Box & Associates, P.O. #4936 R. Ft. Lowell Ste 200, Tucson, AZ, 85712

Print Name

Jennifer Parsley

Print Name of Representative

Address

J.P.2/25/13

Signature

Date

PART IV. CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

To be filed only if the attorney represented the debtor during the course of negotiating this agreement.

I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Check box, if the presumption of undue hardship box is checked on page 1 and the creditor is not a Credit Union.

Date 2/22/2013 Signature of Debtor's AttorneyCorey L. Mills

Print Name of Debtor's Attorney

Corey L. Mills

PART V. DISCLOSURE STATEMENT AND INSTRUCTIONS TO DEBTOR(S)

Before agreeing to reaffirm a debt, review the terms disclosed in the Reaffirmation Agreement (Part I above) and these additional important disclosures and instructions.

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps, which are detailed in the Instructions provided in Part V, Section 13 below, are not completed, the Reaffirmation Agreement is not effective, even though you have signed it.

A. DISCLOSURE STATEMENT

1. **What are your obligations if you reaffirm a debt?** A reaffirmed debt remains your personal legal obligation to pay. Your reaffirmed debt is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Your obligations will be determined by the Reaffirmation Agreement, which may have changed the terms of the original agreement. If you are reaffirming an open end credit agreement, that agreement or applicable law may permit the creditor to change the terms of that agreement in the future under certain conditions.
2. **Are you required to enter into a reaffirmation agreement by any law?** No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments that you agree to make.
3. **What if your creditor has a security interest or lien?** Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage, or security deed. The property subject to a lien is often referred to as collateral. Even if you do not reaffirm and your personal liability on the debt is discharged, your creditor may still have a right under the lien to take the collateral if you do not pay or default on the debt. If the collateral is personal property that is exempt or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the collateral, as the parties agree or the court determines.
4. **How soon do you need to enter into and file a reaffirmation agreement?** If you decide to enter into a reaffirmation agreement, you must do so before you receive your discharge. After you have entered into a reaffirmation agreement and all parts of this form that require a signature have been signed, either you or the creditor should file it as soon as possible. The signed agreement must be filed with the court no later than 60 days after the first date set for the meeting of creditors, so that the court will have time to schedule a hearing to approve the agreement if approval is required. However, the court may extend the time for filing, even after the 60-day period has ended.
5. **Can you cancel the agreement?** You may rescind (cancel) your Reaffirmation Agreement at any time before the bankruptcy court enters your discharge, or during the 60-day period that begins on the date your Reaffirmation Agreement is filed with the court, whichever occurs later. To rescind (cancel) your Reaffirmation Agreement, you must notify the creditor that your Reaffirmation Agreement is rescinded (or canceled). Remember that you can rescind the agreement, even if the court approves it, as long as you rescind within the time allowed.

6. When will this Reaffirmation Agreement be effective?**a. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement and**

i. if the creditor is not a Credit Union, your Reaffirmation Agreement becomes effective when it is filed with the court unless the reaffirmation is presumed to be an undue hardship. If the Reaffirmation Agreement is presumed to be an undue hardship, the court must review it and may set a hearing to determine whether you have rebutted the presumption of undue hardship.

ii. if the creditor is a Credit Union, your Reaffirmation Agreement becomes effective when it is filed with the court.

b. If you were not represented by an attorney during the negotiation of your Reaffirmation Agreement, the Reaffirmation Agreement will not be effective unless the court approves it. To have the court approve your agreement, you must file a motion. See Instruction 5, below. The court will notify you and the creditor of the hearing on your Reaffirmation Agreement. You must attend this hearing, at which time the Judge will review your Reaffirmation Agreement. If the judge decides that the Reaffirmation Agreement is in your best interest, the agreement will be approved and will become effective. However, if your Reaffirmation Agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home, you do not need to file a motion or get court approval of your Reaffirmation Agreement.

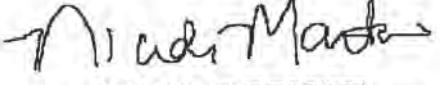
7. What if you have questions about what a creditor can do? If you have questions about reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement. If you do not have an attorney helping you, you may ask the Judge to explain the effect of this agreement to you at the hearing to approve the Reaffirmation Agreement. When this disclosure refers to what a creditor "may" do, it is not giving any creditor permission to do anything. The word "may" is used to tell you what might occur if the law permits the creditor to take the action.

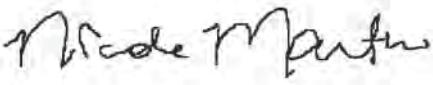
B. INSTRUCTIONS

1. Review these Disclosures and carefully consider your decision to reaffirm. If you want to reaffirm, review and complete the information contained in the Reaffirmation Agreement (Part I above). If your case is a joint case, both spouses must sign the agreement if both are reaffirming the debt.
2. Complete the Debtor's Statement in Support of Reaffirmation Agreement (Part II above). Be sure that you can afford to make the payments that you are agreeing to make and that you have received a copy of the Disclosure Statement and a completed and signed Reaffirmation Agreement.
3. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement, your attorney must sign and date the Certification by Debtor's Attorney (Part IV above).
4. You or your creditor must file with the court the original of this Reaffirmation Documents packet and a completed Reaffirmation Agreement Cover Sheet (Official Bankruptcy Form 27).
5. If you are not represented by an attorney, you must also complete and file with the court a separate document entitled "Motion for Court Approval of Reaffirmation Agreement" unless your Reaffirmation Agreement is for a consumer debt secured by a lien on your real property, such as your home. You can use Form B2401 to do this.

C. DEFINITIONS

1. **"Amount Reaffirmed"** means the total amount of debt that you are agreeing to pay (reaffirm) by entering into this agreement. The total amount of debt includes any unpaid fees and costs that you are agreeing to pay that arose on or before the date of disclosure, which is the date specified in the Reaffirmation Agreement (Part I, Section B above). Your credit agreement may obligate you to pay additional amounts that arise after the date of this disclosure. You should consult your credit agreement to determine whether you are obligated to pay additional amounts that may arise after the date of this disclosure.
2. **"Annual Percentage Rate"** means the interest rate on a loan expressed under the rules required by federal law. The annual percentage rate (as opposed to the "stated interest rate") tells you the full cost of your credit including many of the creditor's fees and charges. You will find the annual percentage rate for your original agreement on the disclosure statement that was given to you when the loan papers were signed or on the monthly statements sent to you for an open end credit account such as a credit card.
3. **"Credit Union"** means a financial institution as defined in 12 U.S.C. § 461(b)(1)(A)(iv). It is owned and controlled by and provides financial services to its members and typically uses words like "Credit Union" or initials like "C.U." or "P.C.U." in its name.

BEST BUY 00015172 RICHMOND , TX 77406 Store Phone Number 281 232 1399			
SALE			
Order:	Date: 09/19/11 12:50 PM	Term ID: 063 Cashier#: 00779452	
Product Code	Description	Quantity	Amount
5426693	REWARD ZONE CARD	1	0.00
9457731	WHIRLPOOL 6.7CU FT 8 CYC ELE	1	531.99
8518641	DELIVERY	1	0.00
9465438	WHIRLPOOL 3.5 CF FL WASHER	1	475.94
3276208	\$20 COUPON UPON APPROVAL OF	1	0.00
9881768	ROCKETFISH SMALL TILT MOUNT	1	19.99
9748831	NS-42P650-A11 PDP 720P 600HZ	1	399.99
2343157	VR-2218 CCFL 1080P 60HZ	1	169.99
		Subtotal	1597.90
		Tax	131.82
		Total	1729.72
Acct#:	6856		
Payment Type:	BBY CARD/HSBC		
Amount:	1729.72		
Card Type:	PL2		
Tran#:	15174604		
Auth#:	059271		
Auth-CD:	ELEC		
Manual Tran Ind:			
Signature:			
<p>KEEP YOUR RECEIPT! I HAVE READ AND AGREE TO ALL RETURN AND REFUND POLICIES PRINTED ON THE BACK OF THIS RECEIPT AND POSTED IN THE STORE. I HAVE RECEIVED GOODS AND/OR SERVICES IN THE AMOUNT SHOWN ABOVE.</p> <p>BESTBUY.COM RETURN AND EXCHANGE INFORMATION AND PRICE MATCH POLICY MAY VARY SLIGHTLY FROM IN-STORE POLICY. PLEASE LOG ONTO WWW.BESTBUY.COM FOR COMPLETE DETAILS >>>> ELECTRONIC COPY <<<<<</p>			

BEST BUY 00015172 RICHMOND , TX 77406 Store Phone Number 281 232 1399			
SALE			
Order:	Date: 09/23/11 04:49 PM	Term ID: 055 Cashier#: 00011233	
Product Code	Description	Quantity	Amount
5426693	REWARD ZONE CARD	1	0.00
6072377	REWARD ZONE OFFER	1	0.00
2970255	C655DS5209/ATHL ONIIN350(ESER	1	349.99
8856865	KASPERSKY AV BOX	1	0.00
8867924	KASPERSKY AV 6 MONTH	0	0.00
		Subtotal	349.99
		Tax	28.87
		Total	378.86
Acct#:	6856		
Payment Type:	BBY CARD/HSBC		
Amount:	150.86		
Card Type:	PL2		
Tran#:	15178206		
Auth#:	036448		
Auth-CD:	ELEC		
Manual Tran Ind:			
Signature:			
Payment Type:	Cash		
Amount:	228		
KEEP YOUR RECEIPT! I HAVE READ AND AGREE TO ALL RETURN AND REFUND POLICIES PRINTED ON THE BACK OF THIS RECEIPT AND POSTED IN THE STORE. I HAVE RECEIVED GOODS AND/OR SERVICES IN THE AMOUNT SHOWN ABOVE. BESTBUY.COM RETURN AND EXCHANGE INFORMATION AND PRICE MATCH POLICY MAY VARY SLIGHTLY FROM IN-STORE POLICY. PLEASE LOG ONTO WWW.BESTBUY.COM FOR COMPLETE DETAILS >>>>> ELECTRONIC COPY <<<<<			

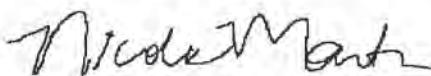
BEST BUY
00015172
RICHMOND , TX 77406
Store Phone Number 281 232 1399

SALE

Order: Date: 12/01/11 Term ID: 055 Cashier#: 00027080
11:53 AM

Product Code	Description	Quantity	Amount
3109302	8GB TOUCH - WHITE	1	144.99
5426693	REWARD ZONE CARD	1	0.00
6072377	REWARD ZONE OFFER	1	0.00
		Subtotal	144.99
		Tax	11.96
		Total	156.95

Acct#: 6856
Payment Type: BBY CARD/HSBC
Amount: 156.95
Card Type: PL2
Tran#: 15179727
Auth#: 012554
Auth-CD: ELEC
Manual Tran Ind:
Signature:



KEEP YOUR RECEIPT!
I HAVE READ AND AGREE TO ALL
RETURN AND REFUND POLICIES
PRINTED ON THE BACK OF THIS
RECEIPT AND POSTED IN THE
STORE. I HAVE RECEIVED GOODS
AND/OR SERVICES IN THE AMOUNT
SHOWN ABOVE.

BESTBUY.COM RETURN AND EXCHANGE
INFORMATION AND PRICE MATCH POLICY
MAY VARY SLIGHTLY FROM IN-STORE POLICY.
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BEST BUY
00015172
RICHMOND, TX 77406
Store Phone Number 281 232 1399

SALE

Order: Date: 06/23/12 Term ID: 003 Cashier#: 00011233
09:05 PM

Product Code	Description	Quantity	Amount
6094193	REWARD ZONE PREMIER SILVER	1	0.00
9846696	SONY MHCEC909IP HI-FI SHELF	1	191.99
		Subtotal	191.99
		Tax	15.84
		Total	207.83

Acct#: 6856
Payment Type: BBY CARD/HSBC
Amount: 207.83
Card Type: PL2
Tran#: 15179036
Auth#: 075019
Auth-CD: ELEC
Manual Tran Ind:
Signature:

McL Martu

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I HAVE READ AND AGREE TO ALL
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NOTICE FOR MARRIED WISCONSIN RESIDENTS: No provision of a marital property agreement (including a Statutory Terminable Marital Property Classification Agreement under Sec. 765.508 Wis. Stats. or a Statutory Terminable Individual Property Classification Agreement under 765.70) adversely affects the interest of the creditor unless the creditor prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

CARDHOLDER AGREEMENT AND DISCLOSURE STATEMENT

1. GENERAL: Each person signing and submitting, or electronically or telephonically submitting the application for a credit card account ("Account") as applicant or joint applicant applies for an Account with Household Bank (SB), N.A., a national banking association, and responsible one or more credit card(s) bearing the name or indicative of Best Buy to be used in connection with the Account. The word "Card" means any credit card(s) issued to you or an authorized user of your account. In this Agreement the words "you" and "your" refer to the applicant and joint applicant named on the credit card application and the words "we", "us" and "our" refer to Household Bank (SB), N.A., located at 1111 Town Center Drive, Las Vegas, Nevada 89144. If we accept your application to open an account, you agree that you will only purchase goods and services for personal, family and household purposes from us. This Agreement is binding on you and your spouse, if any, and any other joint applicant named on the Account.

2. ACCEPTANCE OF AGREEMENT: By a) signing and submitting, or electronically or telephonically submitting the application, using or permitting others to use the Credit Card;

b) signing or permitting others to sign sales slips; or c) making or permitting others to make reservations for you, or any other joint applicant named on the Account;

3. PROMISES: You agree to pay all amounts charged to the Account, whether incurred by you or anyone you authorize or permit to use your Account or Card. If the Account is a joint Account, the applicant and joint applicant each agree to pay and are jointly and individually responsible for all amounts charged on the Account regardless of any divorce or other legal proceedings or any agreement that may affect liability between the applicant and the joint applicant. If either of you give us notice discontinuing liability for amounts owed under this Agreement, we may close the Account. In that event, you will continue to pay the outstanding balance under the terms of this Agreement; however, you will not be able to make any new charges on the Account.

4. ABILITY TO REPAY: When you use the Account or permit others to use the Account, you represent that you have the ability and intention to repay all amounts charged to the Account.

5. BILLING STATEMENT: We will send you a billing statement monthly for each billing cycle.

At the end of which you will be liable for credit balance in excess of \$150, or in which a "Final Charge" is applied to the Account.

The billing statement will show all amounts due, including charges, interest, cash advances, service fees, including credit insurance, late cancellation (if applicable), and all payments and other credits posted to your Account during the billing cycle. The billing statement will show the amount owed on your Account. The total amount owed is called "New Balance" on your billing statement subject to the terms of Promotional Credit Plan purchases, if any, as indicated below.

6. PROMOTIONAL CREDIT PLANS: The following Promotional Credit Plans may be offered from time to time as specified prior to or at the time of purchase: a) Delayed Monthly Payment Credit Plan – no Minimum Monthly Payment will be due for a specified period; b) Waived Finance Charge Credit Plan – no Finance Charge will be imposed on the purchase for a specified period, as long as the Total Minimum Payment Due is paid when due each billing cycle; c) Waived Finance Charge/Delayed Monthly Payment Credit Plan – no Finance Charges will be imposed on the purchase for a specified period and no Minimum Monthly Payments will be due for a specified period; d) Same as Credit Monthly Payment Credit Plan – if you pay the full cash sales price of the purchase before the promotional due date as indicated on your billing statement, no Finance Charge will be imposed when due each billing cycle, as indicated on your billing statement, and pay the Total Minimum Payment Due when due each billing cycle, as indicated on your billing statement; e) Finance Charge will be imposed on the purchase if such payment is not made. Finance Charge will be imposed from the purchase date, if Same as Credit Monthly Payment Credit Plan – if you pay the full cash sales price of the purchase before the promotional due date indicated on your billing statement, no Finance Charge will be imposed from the purchase date. No Minimum Monthly Payments will be due prior to the promotional due date as indicated on your billing statement; f) Reduced Rate Credit Plan – Extended periods will be applied to the purchase for the specified period as long as the Total Minimum Payment Due is paid when due each billing cycle; g) Special Repayment Factor Plan – A special repayment factor and a stated period of time will be applied to the purchase for the specified period as long as the Total Minimum Payment Due is paid when due each billing cycle. All purchases that do not fall under a Promotional Credit Plan are referred to as Regular Credit Plan purchases. Certain rules apply to the accumulation of payments and financial charges on your purchases. Purchases of more than one item more than one purchase on your Card. Call 1-800-337-4474 for more information on the Application of Payments section of this Agreement for more information.

7. FINANCE CHARGES: (a) Finance Charges, which are part of the interest on your Account, are calculated separately for each Promotional Credit Plan and each Regular Credit Plan (each a "Credit Plan"). Promotional Credit Plans and interest periods, due dates or terms are stated at different Credit Plans for this purpose. The total Finance Charge for the billing cycle is the sum of the Finance Charges for each Credit Plan, subject to the minimum Finance Charge under Section 8.

(b) Finance Charges are imposed on purchases from the transaction date until paid in full, except that no Finance Charge is imposed in a billing cycle ("Current Cycle") on:

(i) a new purchase on a Regular, Delayed Monthly Payment, Reduced Rate, or Special Payment Factor Credit Plan if the combined Previous Balance of those Credit Plans at the beginning of the Current Cycle is zero or a credit balance, or is paid in full before the Payment Due Date for that transaction during the Current Cycle;

(ii) a new purchase on a Regular, Delayed Monthly Payment, Reduced Rate, or Special Payment Factor Credit Plan if the combined Previous Balance of those Credit Plans at the beginning of the Current Cycle is zero or a credit balance, or is paid in full before the Payment Due Date for that transaction during the Previous Billing Cycle;

(iii) a purchase on a Waived Finance Charge Credit Plan for the specified promotional period;

(iv) a purchase on a Same As Cash Credit Plan if the full cash sales price is paid in full before the promotional end date.

(c) If a Finance Charge is imposed on a Credit Plan other than a Same As Cash Credit Plan in the Current Cycle, the amount will be the sum of the following daily Finance Charge calculations for the Credit Plan during the Current Cycle and of, if applicable, for the previous billing cycle ("Previous Cycle"): (i) the applicable Daily Periodic Rate for the Current Cycle times the Daily Balance for each day in the Current Cycle, and (ii) the applicable Daily Periodic Rate for the Previous Cycle times the Daily Balance of any new purchases on the Credit Plan during the Previous Cycle on which Finance Charges were not imposed during the Previous Cycle.

(d) If a Finance Charge is imposed on a Same As Cash Credit Plan, the amount will be the sum of the following daily Finance Charge calculations for the Credit Plan during the Current Cycle and of the prior billing cycle ("Prior Cycle") from the transaction date of the purchase until the Current Cycle: (i) the applicable Daily Periodic Rate for the Current Cycle times the Daily Balance for each day in the Current Cycle, and (ii) the applicable Daily Periodic Rate for each Prior Cycle times the Daily Balance of the Credit Plan for each day during the Prior Cycle.

(e) The "Daily Balance" of a Credit Plan is determined by taking the opening balance of the Credit Plan for that day, adding any new purchases made on the Credit Plan that day and subtracting any payments or credits applied to the Credit Plan for that day. For purposes of determining the Daily Balance of the Credit Plan, the only purchases considered are new purchases on which Finance Charges were imposed in the Previous Cycle. The previous day's Finance Charges and credit insurance premiums or debt cancellation fees (if applicable) are included in the Daily Balance of a Credit Plan, except first for any Same As Cash Credit Plan, credit insurance premiums or debt cancellation fees (if applicable) are not included in the Daily Balance of the Credit Plan during the promotional period. Late fees, returned checks and other fees on the account are added to the Daily Balance of a Credit Plan when imposed. If a purchase on a Credit Plan occurs after the beginning of a billing cycle, but the transaction occurred prior to the beginning of the billing cycle, the amount of the transaction will be included in the opening balance on each day from the transaction date and the first day of the billing cycle until the transaction date will be added to the Daily Balance of the Credit Plan for the first day of the billing cycle in the same manner as the transaction date.

(f) The Daily Periodic Rate will be used to determine your Finance Charges and the corresponding Annual Percentage Rate, which may change monthly. The Daily Periodic Rate will be one-hundred hundred thirty-five times the sum of the highest of the Prime Rate(s) published in *The Wall Street Journal* ("Money Rates Section") on the first or last day of the month that *The Wall Street Journal* is published, plus a "Spread" of 14.4 percentage points for the Standard Rate and a "Spread" of 18.4 percentage points for the Default Rate. Any changes in the Prime Rate will take effect on the first day of your billing cycle beginning to the next month.

The minimum rate of Finance Charge for the Standard Rate is a Daily Periodic Rate of .06422% (corresponding 18.4% Annual Percentage Rate). The minimum rate of Finance Charge for the Default Rate is a Daily Periodic Rate of .08221% (corresponding 22.4% Annual Percentage Rate).

For example, if at the beginning of the billing cycle beginning November 1, 2014, the Finance Charge for the Standard Rate would have been a Daily Periodic Rate of .06422% (corresponding 18.4% Annual Percentage Rate) and the Finance Charge for the Default Rate would have been a Daily Periodic Rate of .08221% (corresponding 22.4% Annual Percentage Rate). An increase in the Prime Rate will increase your applicable Daily Periodic Rate which may increase the Finance Charge and the Minimum Monthly Payment due on your account. You will qualify for the Standard Rate until you have failed to make two consecutive total Minimum Payments Due and 30 days past due.

(g) **MINIMUM FINANCE CHARGE:** a minimum Finance Charge of \$2.00 will be assessed for each billing cycle in which a Finance Charge is payable.

(h) **FEES:** We may impose on your Account the following fees, which will be added to your Account when you make a purchase:

(i) **Late Payment Fee:** Your Late Payment Fee will be based on your combined account balance (less any Delayed Monthly Payment credit balance) on the first day of your payment due date. If you fail to pay on the Total Minimum Payment Due by the Payment Due Date on your billing statement, you agree to pay a Late Payment Fee of \$15 for a combined account balance of \$100 and below, \$20 for a combined account balance of \$100.01 to \$1,000.00, and \$25 for a combined account balance of \$1,000.01 and over.

(j) **Returned Check Fee:** You agree to pay \$25 each time any payment check on your Account is returned unpaid by your bank or other financial institution for any reason.

(k) **Document and Research Fees:** If you ask us to provide you with a replica of your sales slip, billing statement or other documents (except in connection with a billing error claimed in accordance with "Your Bill is Higher"), we may charge you the following fees: (i) Billing statement: \$5 per document; (ii) Sales slip: \$1 per \$5 per document; (iii) Payment document: \$5 per document; (iv) Research: \$15 per hour (excluding payment documents). We reserve the right to change the Document and Research fee Schedule from time to time. You may call Customer Service for a current fee schedule.

(l) **Returned Check Fee:** You may be charged \$5 each time you request that your credit card be issued. (m) **Direct Deposit Fee:** In the event that you may your Account with a direct deposit, you agree to pay up to a \$15 fee for each direct check. We reserve the right to change the Direct Deposit Fee from time to time. You may call Customer Service for a current fee schedule.

(n) **Overdue Fee:** In the event you exceed your credit limit, you will be charged an Overdue Fee of \$25. (o) **Overnight Credit:** If, after you default, we refer your Account to an attorney and/or collection agency for collection, we may charge you our collection costs, including court costs and attorney fees, when and as permitted by applicable law.

(p) **MINIMUM PAYMENT:** If you choose to, and you elect any credit insurance coverage, you authorize us to change the insurance requirements and contributions to your account on a monthly basis. You understand the amount of the insurance premium is based on the Average Daily Balance of your Account for the billing cycle in which the premium is being assessed. Credit insurance coverage begins to accrue on the transaction date for all purchases made on your account.

(q) **DEBT CANCELLATION:** If available and you elect debt cancellation, you agree to us to charge the fee for such debt cancellation to your account on a monthly basis. You understand the amount of the debt cancellation fee is based on the Average Daily Balance of your Account for the billing cycle in which the fee is being assessed. Debt cancellation charges begin to accrue on the transaction date for all purchases made on your account.

(r) **MINIMUM MONTHLY PAYMENT:** Your monthly billing statement will include requirements for you to follow in making payments including the cut-off time for receipt of payment, which may affect crediting of your payment. You agree to pay us at least the Total Minimum Payment Due reflected on your statement. If you fail to do so, you may incur a fee. The Total Minimum Payment Due and at any time you may owe us a minimum monthly payment. The Minimum Monthly Payment is the greater of \$10 plus any debt cancellation fees (if applicable), or 7.23% of the "less" balance of each Promotional Factor Credit Plan, plus which requires a Minimum Monthly Payment, or 10% for Special Purchase Factor Credit Plans, or all Regular Credit Plans, or a minimum monthly payment rounded to the next higher dollar, plus any debt cancellation fees (if applicable). All Minimum Monthly Payments are then combined into the Total Minimum Monthly Payment.

(s) **PAYMENT RESTRICTIONS:** All payments must be mailed or delivered to us at the Payment Processing Center address shown on your monthly billing statement. All payments must be made by check or money order. You agree that any payment may be returned to you if your check is: (i) not drawn to U.S. dollars on funds or deposit in the U.S.; (ii) missing a signature; (iii) drawn with different numeric and written amounts; (iv) restrictedly endorsed; (v) postdated; (vi) drawn on a credit account issued by Household Bank (SB) NA, or an affiliate; (vii) not paid on presentation. However, if you wish us to consider a payment marked "held in trust," "without recourse," or similar language, such payment must be marked with an arrow pointing to the word "without recourse" or similar language. Such payment must be marked "held in trust," "without recourse," or similar language, such payment must be marked "held in full," "without recourse," or otherwise restrictedly endorsed, without an arrow pointing to full payment in full of your entire Account balance.

(t) **APPLICATION OF PAYMENT:** Any payment will be deducted in a manner we determine in accordance with applicable law and may be applied to the oldest欠款 in the order in which they are due. Your available Credit will be increased by the amount of your payment within 15 days of the time the payment is received. If you have a Same As Cash Credit Plan that is due to expire in the current billing cycle, or in the next billing cycle, and you make a payment before the Same As Cash credit expiration date, that is large enough to pay all minimum payments due plus your last Same As Cash balance, we will automatically apply that payment first to the required minimum payment and next to the plan that is due to expire. At all other times, payments will be applied in the following order: (1) minimum payments that are due, (2) plans with finance charges due, (3) Same As Cash Credit Plans in the order in which they are due to expire. If you wish to re-direct any payment to a different order, you may do so by calling the customer service number listed in the upper corner of page 1 of your billing statement.

(u) **CREDIT LINE:** You agree not to let the Account balance exceed the credit limit established for you or from time to time. We do not have to honor any use of your Card or honor credit card checks which would cause you to exceed your credit limit, but if we do, you agree to repay the amount over credit limit is exceeded, plus Finance Charge immediately.

(v) **CREDIT AUTHENTICATION:** Credit purchases will require our prior authentication and you may be asked for the means to provide identification. If our authentication system is not working, we may not be able to verify your identity. However, even if you have sufficient available credit, we will not be liable to you if any of these events happen. We are not responsible for the refusal of any merchant to accept or honor the Card or a credit card check.

(w) **SECURITY:** Except as indicated below, you grant us a purchase money security interest in the goods purchased with your Card. For purposes of determining which items are subject to a security interest, payments received will be deemed to be applied first to any unpaid insurance premiums

of conflict of laws. The legality, enforceability and interpretation of this Agreement and the amounts contracted for, charged and received under this Agreement will be governed by such laws. This Agreement is entered into between you and us in Nevada. We make decisions about granting credit to you from, and extend credit to you under this Agreement from, Nevada Federal and Nevada. This Agreement and the rights and obligations of the parties hereunder shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. This Agreement and the rights and obligations of the parties hereto shall not be assignable by either party without the prior written consent of the other party. This Agreement and the rights and obligations of the parties hereto shall not be subject to any automatic clause or clause relating from or relating in any way to the joint tenancy of this Agreement and/or your account, including statutory equitable and trust clauses.

26. CREDIT INFORMATION AND REPORTS: If we agree that we may investigate your credit, employment and income history, we will verify your credit information and also may report to credit reporting agencies, merchants and other entities the status and payment history of your Account.

27. DISPUTED ACCURACY OF CREDIT REPORT: If any specific information reported to your Account, transactions or credit experience with us is inaccurate, you may notify us and request us to correct the inaccurate information. After confirmation of the alleged error, we respond to any credit reporting agency by writing to it at P.O. Box 15524, Wilmington, DE 19897-5524.

28. UPDATED FINANCIAL INFORMATION: Upon request, you agree to promptly give us accurate updated financial information about yourself.

32. DELAY TAKING ACTION: We will not use any of our rights under this Agreement to delay taking action for any reason. To the extent allowed by law we may take other action as described in this Agreement and in the law as will not lose our rights under this Agreement.

33. CHANGE OF NAME, ADDRESS, OR EMPLOYMENT: You agree to give us 10 days advance notice of any change in your name, mailing address, telephone number, or place of employment. But since the Department of Motor Vehicles may change your residence address, we should it become necessary to locate you.

34. GOVERNING LAW: This Agreement will be governed by the laws of the state of New York.

34. ASSIGNMENT OF ACCOUNT: We may sell, assign, or transfer your Account or any part thereof without notice to you. You may not sell, assign or transfer your Account.

35. SEVERABILITY: If any provision of this Agreement is finally determined to be void or unenforceable under any law, rule or regulation, all other provisions of this Agreement will remain valid and enforceable.

36. NOTICE FOR CALIFORNIA RESIDENTS: California law requires that we inform customers that should they fail to fulfill the terms of their credit obligation, a negative report based on their credit record may be submitted to a credit reporting agency. If you are married, you may apply for credit in your own name.

37. NOTICE FOR FLORIDA RESIDENTS: You (borrower) are to list, below, which a judgment against you, a portion of your deposit guarantee (any amount or percentage paid to us by your employer), as provided by Florida law, is secured.

35. NOTICE FOR MARINE INVESTIGATORS: We may request a consumer report in connection with a consumer transaction. When we do so, whether a consumer report was obtained by us or

with your application for credit. **101.10** Represents a consumer, or consumer unit, to whom we will tell you the name and address of the consumer reporting agency if a report was obtained.

35.11. NOTIFY NEW YORK STATE. A copy of your report may be requested in connection with the application of an insurance, credit, lease, rental or enforcement of any contract or agreement. Upon your request we will be informed whether or not a report was obtained and, if so, the name and address of the agency that obtained the report. A consumer may request the New York state banking department to obtain a comprehensive audit of your credit history.

40. **NOTICE FOR OHIO RESIDENTS:** The Ohio Laws against discrimination require that creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

47. NOTICE FOR VERMONT RESIDENTS: A consumer credit report may be requested in connection with the application or in connection with updates, renewals or extensions of any credit granted as a result of this application. Upon your request, you will be informed whether or not such a report was requested and also the name and address of the agency that furnished the report.

The information above the copy of the Card described in this Cardholder Agreement and Disclosure Statement is accurate as of November 2004. The information may have changed after that date. To find out what may have changed, write to us at 1111 Las Vegas Boulevard, Las Vegas, Nevada 89144.

YOUR BILLING RIGHTS—KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem can be identified. But nothing will ever preserve your rights.

YOUR BILLING RIGHTS—KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us of Errors or Questions About Your Bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 45 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but nothing will not preserve your rights.

Your Rights and Our Responsibilities After We Receive Your Written Notice. We must acknowledge your letter within 30 days, unless we have conceded the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amounts you question, including late charges, and we can apply any unpaid amount against your credit limit. We do not have to pay any overbilled amount while we are investigating, but you are still obligated to pay any amount of your bill that are not in question. If we find that we made a mistake, you will not have to pay any finance charges related to any questioned amount. If we make a mistake, you may have to pay finance charges, and you will have to make up any missed payment on the questioned amount. In either case, we will send you a statement of the error, and we will fix the bill if it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and your wife to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that

the master has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rules for Credit Card Purchases: If you have a problem with the quality of property or services that you purchased with a credit card, and you have had in good faith to correct the problem with the merchant, you may have the right out to pay the remaining amounts due on the property or service. There are two limitations on this right: (a) You have not made the purchase in your home state or, if not within your home state within 100 miles of your current mailing address; and (b) The purchase price must have been more than \$25. These limitations do not apply if we can't get the merchant to correct the problem with the property or service.

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AVISO PARA LOS RESIDENTES DE WISCONSIN CASADOS: Ninguna discriminación de ningún tipo sobre bienes inmobiliarios. (Incluyendo: un Convenio de Clasificación de Bienes Inmobiliarios Establecido anteriormente bajo la Sec. 766, 585 de los Estatutos de Wisconsin, y de su Convenio de Clasificación de Bienes Personales, también establecido anteriormente bajo la Sección 765, 767, 768) tiene en efecto aparte para los intereses del acreedor, quienes que se acreden, sobre bienes inmobiliarios en que se concreta el crédito, reciba consta del convenio, relación o acuerdo, de que el conocimiento real de la dirección ademas cuando se concreta la póliza de seguro para el seguro de vida.

ACUERDO DE TARJETA RABINTE Y DECLARACIÓN INFORMATIVA

1. GENERAL: Cada persona que fume y consuma o que utilice electrónicamente o posea dispositivos de consumo de tabaco de crema ("Cuentas") como solicitante o co-solicitante, incluyendo cuentas con Household Bank (HLB) USA, una asociación bancaria nacional domiciliada en Las Vegas, Nevada, y solicita una o más Tarjetas de crédito con el nombre y los logotipos de Santander para que resulte efectiva la relación con la Cuenta. La relación se considera establecida cuando el solicitante y/o su cónyuge, o ambos, se conviertan en titulares de una o más Tarjetas de crédito emitidas o otorgadas a su nombre, o en el caso de las Tarjetas de crédito "solo" y "sólo" se refieren a las tarjetas mencionadas en la solicitud de tarjetas de crédito y las tarjetas "múltiples", "nuevas" y "temporales" emitidas por Household Bank (HLB) USA, una asociación bancaria nacional domiciliada en 1111 Town Center Drive, Las Vegas, Nevada 89144, o en su caso, en la dirección que se establezca en la Cuenta, usted conviene en que compre bienes y servicios y/o servicios y/o experimente bienes y servicios y, a los consumidores que conviertan la tarjeta de crédito en tarjetas de débito.

2. ACEPTACIÓN DEL CONVENIO: Al a) Firmar y remitir o enviar una tarjeta electrónica o telefónicamente la solicitud, sin o permitir a otros que use la Tarjeta; b) Firmar o permitir a otros que firmen en nombre de usted o c) hacer o permitir a otros que hagan compras por teléfono, Internet u otros medios — usted conviene en los términos y condiciones del Convenio de Tarjetas de crédito.

de Declaración Difusión que incluye una disposición acerca del autorizo. **3. PROMESA DE USO:** (b) (2) confiere en pago toda cantidad cargada ya sea contraída por usted o por cualquier persona a la que usted autorizó o permitió usar su Cuenta o Tarjeta. Si la Cuenta es una Cuenta mancomunada, el solicitante y el suscriptor constando cada uno, conforme a las y con responsabilidad de todas las cantidadas vienen en tanto y con responsabilidad mancomunada y solidaria de todas las cantidadas que se le deban en la Cuenta, hasta el límite de la cantidad que se le deba en la Cuenta.

capacidad la Cuenta, independientemente de un decreto o otro procedimiento legal o acuerdo entre la responsabilidad entre el solicitante y el público beneficiario. Si no existe acuerdo de que restaría a su responsabilidad por las causales de la Cuenta, el beneficiario no podremos creer la Cuenta. En ese caso, el beneficiario tendrá que entregar el saldo pendiente hasta los términos de acuerdo de la Cuenta y no podrá ejercer cargos nuevos a la Cuenta.

4. DECRETO PARA PAGAR: Cuando seaas una la Cuenta o permita a otras personas que tengan la Cuenta, usted deberá que tiene la capacidad y el procedimiento para pagar todas las sumas establecidas a la cuenta.

5. ESTADO DE CUENTA: Nosotros le enviaremos mensualmente un estado de cuenta que contiene una lista de facturaciones que usted tiene, un saldo de deuda o crédito en el que se detallan las facturaciones que han sido pagadas y las causales de cargo, devolución y otros cargos al beneficiario, incluyendo el seguimiento de crédito o la cancelación de deuda (el correspondiente), y todos los demás datos que se detallan en su cuenta durante el período.

adquirida se llame "Nuevo Salón" en su estado de cuenta, sujeto a las términos de las compras hechas al Plan de Crédito Promocional, de haberlo, según se indica a continuación.

6. PLANES DE CRÉDITO PROMOCIONALES: Los siguientes Planes de Crédito Promocionales podrán ser ofrecidos de acuerdo, según se establece en el contrato de compra o en el momento de la compra: a) Plan de Crédito con Pago Mensual Diferido, no se paga el Pago Mensual Mínimo durante un período determinado; b) Plan de Crédito con Cargos de Financiamiento Previamente – no se imponen Cargos de Financiamiento sobre las compras durante un período determinado, siempre y cuando se pague el Pago Total Mínimo establecido cuando se venga en cada ciclo de facturación; c) Plan de Crédito con Cargos de Financiamiento Previamente/Tasa Normal Diferido – no se imponen Cargos de Financiamiento sobre la compra durante un período determinado y no se adendarán Pagos Mensuales Mínimos; d) Plan de Crédito con Pago Mensual Diferido – Si se paga el Pago Mensual Diferido en un período determinado; (d) Plan de Crédito Tasa Electrónico/Pago Mensual; e) Si una compra tiene de venta total efectivo la compra antes de la fecha de vencimiento de la compra se adendará el Pago Mensual Diferido en su estado de cuenta y se paga el Pago Mensual Mínimo en el Pago Total Mínimo establecido en el efecto de compra y paga el Pago Total Mínimo Adelantado cuando se pague en cada ciclo de facturación, como se indica en su estado de cuenta; f) no se imponen Cargos de Financiamiento sobre la compra, si no se hace el pago por completo en dichos fines, los Cargos de Financiamiento se imponen en la fecha de compra; g) Plan de Crédito Simple que Electrónico/Pago Mensual Diferido – Si se paga el pago de venta total en efectivo la compra antes de la fecha de vencimiento promocional indicada en su estado de cuenta, no se imponen Cargos de Financiamiento sobre la compra. Si no se hace el pago por completo antes de pagar esa tasa, los Cargos de Financiamiento se imponen desde la fecha de compra. No se adendarán Pagos Mensuales Mínimos antes de la fecha de vencimiento de la promoción, según se indique en su estado de cuenta; h) Plan de Crédito con Tasa Reductiva – Se aplica a la compra una tasa reducida durante el período determinado siempre y cuando se haga el Pago Total Mínimo Adelantado cuando se pague en cada ciclo de facturación; i) Plan con Factor de Pago Especial – Se aplica a la compra en la fecha de vencimiento del pago especial durante el período determinado siempre y cuando se haga el Pago Total Mínimo Adelantado cuando se venga en cada ciclo de facturación; j) Plan de Crédito con Factor de Pago Electrónico/Tasa Normal Diferido – Se aplica a la compra un factor de pago especial y una tasa de interés adicional durante el período determinado siempre y cuando se haga el Pago Total Mínimo Adelantado cuando se venga en cada ciclo de facturación. Todas las compras que no concuerden con un Plan de Crédito Promocional se llamarán convencionales en Plan de Crédito Normal, tales como: (a) Plan de Crédito con Tasa Normal, el cual no incluye cargos de finaciamiento ni diferencia entre las compras convencionales y las compras que concuerden con un Plan de Crédito Promocional, el mismo tiene la idea de una compra con su respectiva tasa de interés; (b) Plan de Crédito con Tasa Electrónica, según el 1-800-367-4310 o bien en la página web de la Plataforma de Pago.

7. CARGOS DE FINANCIAMIENTO (a) Los Cargos de Financiamiento, que son parte del interés sobre la compra, se calculan por separado para cada Plan de Crédito Promocional.

(b) Los Cargos de Financiamiento se calculan en cada Plan de Crédito Promocional, los Planes de Crédito que concuerden con la fecha de vencimiento o Mínimos diferentes se llaman como Planes de Crédito Diferido. El Cargo de Financiamiento total para cada ciclo de facturación es la cantidad de los Cargos de Financiamiento total por cada Plan de Crédito, sujeto al Cargo de Financiamiento mínimo fijado en la Sección 8.

(c) Los Cargos de Financiamiento se imponen sobre las compras desde la fecha de la transacción hasta que se paguen por completo, excepto que no se imponen Cargos de Financiamiento en un ciclo de facturación ("Ciclo Actual") según:

(i) una compra paga en un Plan de Crédito Normal, con Pago Mensual Diferido, Tasa Reductiva o Factor de Pago Especial; si el Saldo Actual combinado de estos Planes de Crédito al comienzo del Ciclo Actual es de cero o si hay un saldo de crédito, o si se paga por completo antes de la fecha de Vencimiento del Pago que cae durante el Ciclo Actual, o si el saldo actual es de cero o si hay un saldo de crédito, o si se paga por completo antes de la fecha de Vencimiento del Pago que cae durante el Ciclo Actual y el Saldo combinado de estos Planes al comienzo del ciclo de facturación anterior ("Ciclo Anterior") es de cero o si hay un saldo de crédito, o si se paga por completo antes de la fecha de Vencimiento del Pago que cae durante el Ciclo Anterior;

(ii) una compra en un Plan de Crédito con Cargos de Financiamiento Previamente durante el período promocional;

(iii) una compra en un Plan de Crédito que incluya el Pago Mensual Diferido o el Pago Mensual Adelantado;

(d) una compra en un Plan de Crédito que incluya el Pago Mensual Diferido o el Pago Mensual Adelantado y el cual no concuerde con la fecha de vencimiento de la promoción;

(e) Si el Ciclo Actual se inicia en un Cargos de Financiamiento que incluye un Plan de Crédito distinto al Plan de Crédito basal que Electrónico, la cantidad será la suma de los siguientes cálculos dentro del Cargos de Financiamiento para el Plan de Crédito durante el Ciclo Actual y (se corresponde) el ciclo de facturación siguiente ("Ciclo Actual"); (f) la Tasa Electrónica Mínima correspondiente al Ciclo Actual combinada por el Saldo Promedio Basal para cada ciclo del Ciclo Actual; y (g) la Tasa Promedio Básica correspondiente al Ciclo Anterior multiplicada por los Saldos Mínimos de toda compra nueva en el Plan de Crédito durante el Ciclo Anterior en que no se imponeran Cargos de Financiamiento durante el Ciclo Anterior;

(d) Si se imponen un Cargos de Financiamiento sobre el Plan de Crédito Igual que Electrónico, la cantidad será la suma de los siguientes cálculos dentro del Cargos de Financiamiento para

el Plan de Crédito durante el Ciclo Actual y carta uno de los ciclos de facturación anteriores (carta que incluye un "Ciclo Anterior"), donde la fecha de facturación de la compra es la "Ciclo Anterior". (i) La Tasa Periódica Diaria correspondiente al Ciclo Actual multiplicada por el factor $1/(1 + \text{tasa de interés})$ para cada ciclo del Ciclo Actual; y (ii) La Tasa Periódica Diaria correspondiente a cada ciclo multiplicada por los Saldos Diarios del Plan de Crédito para cada ciclo del Ciclo Actual. (j) El "Saldo Diario" de un Plan de Crédito se determina al finalizar el día siguiente al final del Plan de Crédito para ese día, sumando las compras efectuadas durante el Plan de Crédito en ese día, restando los créditos o pagos realizados al final del Plan de Crédito en ese día. Para fines de determinar el Saldo Diario del Ciclo Actual, las fórmulas que se aplican son las siguientes: (i) para las compras realizadas en el ciclo que se ha designado como el Ciclo Actual, se suman las compras realizadas en el ciclo que se ha designado como el Ciclo Anterior y se restan los pagos y los cargos realizados en el ciclo que se ha designado como el Ciclo Anterior y los pagos y los cargos correspondientes del Ciclo Actual; (ii) las compras se localizan en el salón diario de un plan de crédito, excepto para compras de plan de crédito que se han cancelado a pie de efectivo, las primas de seguro de crédito cargo y gastos de facturación (ellos corresponden) y no se incluyen en el saldo diario de un plan de crédito doméstico, ni pagos y cancelaciones. Los pagos por monoducto, los recaudos y los pagos de la tarjeta de crédito, los recaudos por cheques dinámericos y otros recaudos para la Cuenta se suman al Saldo Diario del Plan de Crédito cuando se imponga. Si una compra en un Plan de Crédito se cancela en el transcurso de un ciclo de facturación y la transacción se hace antes del cierre del ciclo de facturación, la cantidad de la transacción más los cargos de financiamiento se elevan y se restan de la Cuenta desde la fecha de la transacción hasta el primer día del ciclo de facturación en que se celebra la transacción y se agregan al Saldo Diario del Plan de Crédito para el primer día del ciclo de facturación en que se celebra la transacción.

(k) La Tasa Periódica Diaria que se usa para determinar sus Cargos de Financiamiento y Tasa Periódica Diaria correspondiente a otras variables que pueden considerarse en el momento; la Tasa Periódica Diaria será un monto menor o igual y no menor que el de las tasas Prime Rate más una publicadas en el periódico denominado "The Wall Street Journal" el primer o el último día del mes en que se publica "The Wall Street Journal" o el día que sea más alto ("Máximo") de 3,44 puntos porcentuales para la tasa de la hipoteca y una tasa menor o igual y no menor que la tasa Prime Rate estimada en el momento el primer día de su ciclo de facturación, comprendiendo el mes siguiente.

La tasa mínima del "Cargos de Financiamiento" para la Tasa Periódica Diaria es la Tasa Periódica Diaria del 14,42% correspondiente a una Tasa Prime Rate Anual del 14,42% y la tasa máxima del "Cargos de Financiamiento" para la Tasa Periódica Diaria es la Tasa Periódica Diaria del 20,42% correspondiente a una Tasa Prime Rate Anual del 20,42%. Por ejemplo, si el ciclo de facturación es iniciado el 1 de noviembre del año 2004, la Cuenta de Financiamiento para la tasa de hipoteca habrá sido una Tasa Periódica Diaria del 14,42% y correspondiente a una Tasa Prime Rate Anual del 14,42% y el "Cargos de Financiamiento" para la Tasa Periódica Diaria habrá sido una Tasa Periódica Diaria del 20,42% y correspondiente a una Tasa Prime Rate Anual del 20,42%. Si el ciclo de facturación es iniciado el 1 de noviembre del año 2004, la Cuenta de Financiamiento para la Tasa Periódica Diaria correspondiente a una Tasa Prime Rate Anual del 14,42% y correspondiente a una Tasa Prime Rate Anual del 20,42% y el "Cargos de Financiamiento" para la Tasa Periódica Diaria correspondiente a una Tasa Prime Rate Anual del 20,42% y correspondiente a una Tasa Prime Rate Anual del 20,42%.

2. CARGO DE FINANCIAMIENTO MINIMOS: Se impondrá un Carga Financieramiento mínimo de \$2.00 por cada tipo de facturación en que se deba pagar Carga de Financiamiento.

9. GRANOS: Rosetas podémicas-Impos.

guedo a su Cuenta cuando se les imprime. El recargo por pago moroso se basará en su saldo cuotas combinadas (menos el saldo restante por pago mensual demandado) en el momento de la fecha de pago. Si desea pagar el importe mínimo debido en su totalidad, no se le cobrará recargo de facturación, ni se le acordará descuento.

dad a la fecha de vencimiento del pago del extracto de facturación. Dicho acuerdo es de pago de un recargo por pago moroso de \$ 10 para un saldo de cuentas combinadas de \$ 100,000, \$ 20 para un saldo de cuentas combinadas entre \$100,01 y \$1,000,00, y \$35 para un saldo en cuentas combinadas de \$1,000,01 o más.

b) **Despacho por Cheque Bancario:** Dato contiene en pagos \$05 cada vez que un cheque de pago de su Guanex sea devuelto sin pagar por su banco si que insiste financieras, por el motivo que sea.

c) **Resarcimiento por Descuentos y -intereses.** Si las entidades que pagan de una copia de su recibo de venta, estado de cuenta o otro documento, excepto su relación con un error de facturación, reclamado de acuerdo con: "Sus Derechos respecto a la Recaudación"; possono pedir que cobre los honorarios siguientes: estado de cuenta: 5% por cada documentación; (ii) Recibo de venta: descuento: 5% por cada recibo; 5% sobre el documento; (iii) honorario por cada

10. **Interés:** (iii) instrumento de pago \$5 por cada mes que no se pague \$15 por hora (Incluyendo los horarios de pago). Adosar los reservados dentro de cada tarjeta de crédito en cuando la lista de beneficiarios por documentos o tarjetas de crédito. Usted puede llamar a Servicio al Cliente para pedir la lista de beneficiarios y el pago de los intereses. Se le provee cobrar \$5 cada vez que se vuelve a emitir una tarjeta de crédito.

11. **Cierre de Cuentas:** En caso de que usted pague su cuenta con un cheque o bono de banco.

vamos el derecho de cambiar de cuando en cuando el cargo por cheque directo. Usted puede llamar a Servicio al Cliente para pedir la lista de cargos actuales.

1) Recargo por Sobrelímite: En caso de que usted exceda su límite de crédito, se le cobrará un recargo por sobrelímite de \$25.

④ **Cuentas de Colaboración:** Si después de su encarcelamiento, nosotros rendimos su Cuenta para su cobranza a un abogado y/o agencia de cobros, podemos cobrarle nuestras cuotas de cobranza, incluyendo los costos judiciales y los honorarios reembolsables de abogados, cuando y según lo establecido en la vigente.

12. SEGURO: Si disponible y usted opta por la cobertura del seguro contra deudas incobrables, con su autorización, se transferirán a su Cuenta la prima de seguro por dicha cobertura, y se le informará que la cantidad de la prima del seguro se toma en los Saldos Promedios Diarios de su Cuenta para el cálculo de facturación en que se cobre la prima. Los cargos por el seguro contra deudas incobrables comienzan a suministrarse desde la fecha de transacción de todas las transacciones realizadas en su Cuenta.

13. CANCELACION DE DEUDA: Si usted dispone de esta facilidad y opta por ella, usted no tiene la obligación de cancelar la deuda cancelación de deuda a su Cuenta en forma inmediata. Debe entender que el momento del cargo por cancelación de deuda se toma en los Saldos Promedios Diarios.

14. **APLICACIÓN DE PAGOS:** Sus pagos serán separados de la forma en que nosotros determinemos, y no se considerará que la liquidación de su Crédito se ha efectuado hasta que se cambie de condición en cuadro. Su Crédito

ninguno de acuerdo con la ley vigente, y eso podrá causar deudas con el contribuyente. Disponemos que el monto de su pago dentro de los 14 días después de que se efectúe el pago. Si asiste tiene un Plan de Crédito igual que Electrivo (o Salvo Asiento) con fecha de vencimiento en el ciclo de facturación en curso o en el próximo ciclo de facturación. Si no, se le enviará una carta de la Jefatura de Administración y Control de la Caja de Pensiones y de Jubilaciones.

un dato de facturación, y usted hace usos pago antes de la fecha de vencimiento de que cuente diez los días mínimos vencidos más el total de su saldo en el plan que quedó de efectivo, automáticamente se aplicarán los seis pagos primeros al pago restante y luego el plan que sea por vencimiento. En cualquier otra situación los pagos se aplicarán como sigue: (1) pagos de los días mínimos vencidos; (2) pagos que quedan de efectivo, hasta que el saldo en el plan que quedó de efectivo se agote.

carros de lujo y de los más modestos, y el Pintor Pintor que encierra en su cuadro de su vecindad. Si usted tiene que se siente en su silla un sencillo oficio obrero, puede hacerlo. Mientras el Pintor se Servicio a Clavos que apoyan su techo, el Pintor se sienta en su silla y se apoya en su techo.

15. LIMITE DE CANTO. El monto constante en los depósitos que el saldo de la Cuenta excede el límite de crédito no se considera cobrable, salvo para efectos de cierre en caja. Nosotros no tenemos que aceptar el uso de la Tarjeta en depósitos quebrados de tarjetas de crédito que fueran cancelados en su totalidad, ni límite de crédito, pero si 10 bancos, que conviene en pagar (máximo) ante la cantidad en la cual se excede el límite de crédito, más los cargos de fianza-estafeta.

16. AUTORIZACIONES DE CREDITO. Algunas empresas realizan autorizaciones de crédito que prevén y si la conexión podría pedir que lo mismo autorizara. Si el sistema de autorización no está funcionando, podría no ser posible autorizar una transacción. Si bien la conexión autoriza, pero no tiene suficiente crédito disponible, no se autorizará la transacción. Si bien la conexión autoriza y tiene suficiente crédito disponible por el efectivo o la aceptación de la tarjeta, no se autorizará la transacción de cierre en caja o en comercio.

BILL OF SALE

This BILL OF SALE (the "Bill of Sale") dated May 1, 2012, is by and among HSBC Finance Corporation, a Delaware corporation, HSBC Retail Services, Inc., a Delaware corporation, HSBC Bank Nevada, N.A., a national banking association, HSBC Card Services Inc., a Delaware corporation, HSBC Receivables Acquisition Company I, a Delaware corporation and HSBC Receivables Funding Inc. II, a Delaware corporation (each, a "Transferring Entity"), in favor of Capital One, National Association, a national banking association ("CONA"), and Capital One Bank (USA), National Association, a national banking association ("COBNA"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Agreement (as defined below).

WHEREAS, each of CONA and COBNA is a wholly owned Subsidiary of Capital One Financial Corporation ("Purchaser");

WHEREAS, Purchaser, HSBC Finance Corporation, HSBC USA Inc. and HSBC Technology & Services (USA) Inc. are parties to that certain Purchase and Assumption Agreement, dated as of August 10, 2011 (the "Agreement");

WHEREAS, pursuant to Section 2.1(a) of the Agreement, effective as of the Effective Time, each Seller, as applicable, is to sell, convey, transfer, assign and deliver, or cause one or more of its Subsidiaries to sell, convey, transfer, assign and deliver to Purchaser, and Purchaser is to purchase and accept from each Seller or its applicable Subsidiaries, all of each such Selling Entity's right, title and interest in, to and under the Acquired Assets that are tangible personal property (the "Applicable Acquired Assets");

WHEREAS, pursuant to Section 10.2 of the Agreement, Purchaser may assign its right under the Agreement to acquire any asset to any wholly owned Subsidiary without the prior written consent of any other party to the Agreement and has assigned its right to acquire the Applicable Acquired Assets to CONA or COBNA, as applicable; and

WHEREAS, pursuant to Sections 3.2(c) and 3.3(b) of the Agreement, the parties desire to execute and deliver at the Closing this Bill of Sale to evidence the sale, conveyance, transfer, assignment and delivery of the Applicable Acquired Assets owned by the Transferring Entities to Purchaser and/or its wholly owned Subsidiaries as of the Closing Date.

NOW, THEREFORE, in consideration of the payment by Purchaser and/or its wholly owned Subsidiaries of the Purchase Price and the assumption by Purchaser and/or its wholly owned Subsidiaries of the Assumed Liabilities for the sale, conveyance, transfer, assignment and delivery of the Acquired Assets owned by the Selling Entities, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Transferring Entity, intending to be legally bound, does hereby sell, convey, transfer, assign and deliver to CONA and COBNA, and their successors and assigns, in accordance with the allocations set forth on Annex A hereto, all of such Transferring Entity's right, title and interest in, to and under the Applicable Acquired Assets owned by it free and clear of all Liens (except for Permitted Liens); TO HAVE AND TO HOLD unto CONA and COBNA (in accordance with the allocations set forth on Annex A hereto), their successors and assigns, as applicable, to their

own use and benefit forever, all of the Applicable Acquired Assets hereby sold, assigned, transferred, conveyed and delivered as of the Closing.

THE PARTIES FURTHER COVENANT AND AGREE AS FOLLOWS:

a. From time to time each Transferring Entity and its successors and assigns shall, and shall cause its Subsidiaries to, without further consideration, cooperate, execute and deliver all such further bills of sale, assignments or other instruments of conveyance and transfer, and take such actions, all as may be reasonably requested by CONA and COBNA, and their successors and assigns, in order to carry out the sale, assignment, conveyance, transfer and delivery of the Applicable Acquired Assets covered by this Bill of Sale as contemplated in this Bill of Sale and the Agreement.

b. This Bill of Sale shall become effective as of the Effective Time at the Closing pursuant to the terms of the Agreement. Nothing in this Bill of Sale shall be deemed to constitute an agreement to sell, convey, transfer, assign or deliver to Purchaser or its Subsidiaries any Applicable Acquired Asset (or portion thereof) prior to the Effective Time.

c. This Bill of Sale is given pursuant to the provisions of the Agreement and the sale, conveyance, transfer, assignment, and delivery of the Applicable Acquired Assets hereunder are made subject to the terms and conditions of the Agreement and shall be construed consistently therewith. Nothing in this Bill of Sale, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand or limit in any way the rights of the parties under, and the terms of, the Agreement. In the event that any provision of this Bill of Sale is construed to conflict with a provision in the Agreement, the parties agree that the provision in the Agreement shall be controlling.

d. The following Sections of the Agreement are incorporated into this Bill of Sale by reference, to be applied and construed consistently with the application of such Sections in the Agreement as if such Sections were set forth herein: Sections 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.10 and 10.13.

{Signatures Appear on the Following Page}

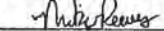
IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first written above.

[signature pages have been distributed separately]

HSBC FINANCE CORPORATION

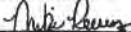
By: 
Name: Gregory T. Zeman
Title: Executive Vice President and
Chief Operating Officer, USA

HSBC RETAIL SERVICES INC.

By: 

Name: Mike Reeves
 Title: Executive Vice President, Chief Financial Officer and Treasurer

HSBC BANK NEVADA, N.A.

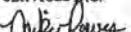
By: 

Name: Mike Reeves
 Title: Executive Vice President, Chief Financial Officer and Treasurer

{Signature Page to Bill of Sale}

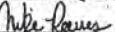
{Signature Page to Bill of Sale}

HSBC CARD SERVICES INC.

By: 

Name: Mike Reeves
 Title: Executive Vice President, Chief Financial Officer and Treasurer

HSBC RECEIVABLES ACQUISITION COMPANY I

By: 

Name: Mike Reeves
 Title: Executive Vice President, Chief Financial Officer and Treasurer

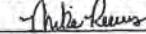
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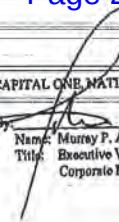
CAPITAL ONE NATIONAL ASSOCIATION

HSBC RECEIVABLES FUNDING INC. II

By:



Name: Mike Reeves
 Title: Executive Vice President, Chief Financial Officer and Treasurer

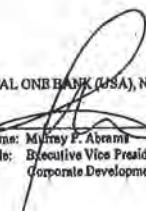

 Name: Murray P. Abrams
 Title: Executive Vice President, Corporate Development

{Signature Page to Bill of Sale}

{Signature Page to Bill of Sale}

CAPITAL ONE BANK (USA), NATIONAL ASSOCIATION

By:


 Name: Murray P. Abrams
 Title: Executive Vice President, Corporate Development

Annex A

Allocations

1. The following Applicable Acquired Assets are hereby assigned to COBNA but only to the extent such Applicable Acquired Assets relate to the products set forth on Schedule A hereto (provided that any such Applicable Acquired Asset that is not fully separable between COBNA and CONA based on the products set forth on Schedule A shall not be assigned to COBNA and is instead hereby assigned to CONA in accordance with paragraph (2) below):

Acquired Assets

- i. All CRS Accounts and all Gross Receivables and Accrued Interest and Fees related to the CRS Accounts, and all Charged Off Accounts and the right to any recoveries or collections with respect thereto;
- ii. All CRS Account Agreements, pending applications for CRS Accounts and outstanding solicitations for CRS Accounts;
- iii. All loans associated with CRS Accounts (other than the Excluded Accounts);
- iv. The right to receive Interchange Fees and annual or other fees from Borrowers under the CRS Accounts, including the *pro rata* portion of any annual or other fees from Borrowers under the CRS Accounts for any period after the Effective Time;
- v. The *pro rata* portion of any fees paid in connection with the CRS Business for any period after the Effective Time;
- vi. The Books and Records and Cardholder List;
- vii. All BINs and ICAs used for the CRS Accounts;
- viii. Any security deposits related to Acquired Assets (if any);
- ix. Rights to provide the Enhancement Services and the right to provide enhancement services currently offered by the Sellers in connection with the CRS Business through third parties or Affiliates of Sellers that are not Selling Entities; and
- x. The Other Specified Assets that are: (1) loans without recourse, (2) contra credit balances, (3) other miscellaneous receivables and (4) unbilled and accrued interest less the *pro rata* portion of annual or other fees.

2. All of the Applicable Acquired Assets other than (i) the Transferred Intellectual Property and (ii) the Applicable Acquired Assets that are transferred to COBNA pursuant to paragraph (1) above are hereby transferred to CONA.

{Signature Page to Bill of Sale}

Schedule A

Products

1. American DreamCard
2. Cash Rewards
3. Client 5221
4. DAMARK (containing the Damark Visa logo but not the Damark Internat'l – Inactive logo)
5. Direct Merchants Bank Discover Network Card
6. Direct Reward Platinum Discover Network Card (Organic & Secondary)
7. Direct Rewards Platinum MasterCard
8. DMB
9. Household Bank
10. Household Bank - unsecured
11. Household Bank MasterCard (containing the HSBC MasterCard logo but not the Household Bank MasterCard logo)
12. Household Bank Refund Rewards Buying Card
13. Household Bank Secured
14. Household Bank Visa
15. HSBC
16. HSBC American Express
17. HSBC Discover Network Card
18. HSBC Platinum MasterCard
19. HSBC Platinum Visa
20. Metris Co
21. Orchard Bank Standard Secured
22. Orchard Bank Unsecured
23. Platinum MasterCard - Unbranded
24. Platinum Visa - Unbranded
25. Premier World MasterCard
26. Red Hat Society